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Request for the inclusion of an item in the provisional agenda of the seventy-second session

Observer status for the International Network for Bamboo and Rattan in the General Assembly

Letter dated 6 July 2017 from the Permanent Representative of China to the United Nations addressed to the Secretary-General

I have the honour to request, in accordance with rule 13 of the rules of procedure of the General Assembly, the inclusion of an item entitled "Observer status for the International Network for Bamboo and Rattan in the General Assembly" in the provisional agenda of the seventy-second session of the General Assembly.

Established in Beijing in November 1997, the International Network for Bamboo and Rattan is an intergovernmental international organization dedicated to providing sustainable solutions to the challenges of future development through the use of bamboo and rattan. Over the past two decades, the International Network has grown steadily in both membership and international influence. As at June 2017, it had 42 members, mainly from the global South. In addition to its headquarters in Beijing, it has regional offices in Ecuador, Ethiopia, Ghana and India.

Since its founding, the International Network has been working to raise awareness and to promote the utilization of bamboo and rattan as a practical and economically attractive option to provide a vast range of sustainable products, livelihoods and ecosystem services. So far, the Network has achieved commendable progress and has made a difference in the lives of millions of people around the world. Since the adoption of the 2030 Agenda for Sustainable Development, the Network has also aligned its work priorities with the implementation of the 2030 Agenda and produced initial results.

The International Network has been a staunch supporter of the United Nations and its activities. It upholds the purposes and principles of the Charter of the United Nations and stands for the authority and irreplaceable role of the United Nations in international affairs. The International Network is currently an observer to the Economic and Social Council, the United Nations Framework Convention on Climate Change, the United Nations Convention to Combat Desertification, the

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Convention on Biological Diversity, the United Nations Forum on Forests and the United Nations Environment Programme.

I believe that observer status in the General Assembly will help the International Network to further align its work with the sustainable development endeavours of the United Nations and contribute to greater development partnerships to meet global challenges.

In accordance with rule 20 of the rules of procedure of the General Assembly, an explanatory memorandum (annex I), a draft resolution (annex II) and the Agreement on the Establishment of the International Network for Bamboo and Rattan (annex III) are enclosed herewith.

I have the honour to request that the present letter and its annexes be circulated as a document of the General Assembly.

(*Signed*) **Liu** Jieyi
Permanent Representative of the People's Republic of China

Annex I

Explanatory memorandum

International Network for Bamboo and Rattan

On 6 November 1997, nine countries signed the Agreement on the Establishment of the International Network for Bamboo and Rattan establishing it as an autonomous, non-profit and intergovernmental international organization. The nine countries are the founding members of the International Network for Bamboo and Rattan, namely the People's Republic of Bangladesh, Canada, the People's Republic of China, the Republic of Indonesia, the Republic of the Union of Myanmar, the Federal Democratic Republic of Nepal, the Republic of Peru, the Republic of the Philippines and the United Republic of Tanzania.

Building on its experience and expertise on bamboo and rattan over the past 20 years, the International Network is growing into a development organization that supports countries in using the unique resources of bamboo and rattan to improve their environmental security and the livelihoods of their rural population. As at 2016, membership had grown to 42 members, mainly from the global South, including China (1997), Canada (1997), Indonesia (1997), Tanzania (1997), Bangladesh (1997), Nepal (1997), Peru (1997), Myanmar (1997), Philippines (1997), Malaysia (1998), India (1998), Ecuador (1999), Cuba (1999), Chile (1999), Vietnam (1999), Ghana (1999), Benin (1999), Colombia (1999), Togo (2000), Sri Lanka (2000), Kenya (2001), Venezuela (2002), Ethiopia (2002), Uganda (2002), Cameroon (2002), Sierra Leon (2002), Nigeria (2004), Madagascar (2004), Mozambique (2005), Tonga (2006), Argentina (2006), Rwanda (2006), Suriname (2007), Bhutan (2009), Burundi (2010), Panama (2010), Senegal (2011), Jamaica (2012), Eritrea (2013), Malawi (2014), Liberia (2015) and Thailand (2016).

The International Network for Bamboo and Rattan has been endeavouring to work with bamboo and rattan for 6 of the 17 Sustainable Development Goals, targeting poverty reduction, energy, housing, sustainable production and consumption, climate change and land degradation. As an international organization, the International Network also contributes directly to Goal 17 by promoting partnerships. With 41 members from the global South, the International Network has played an especially strong role in promoting South-South cooperation.

The work of the International Network is based on the following strategic goals: promoting bamboo and rattan in socioeconomic and environmental development policies at the national, regional and international levels; coordinating inputs on bamboo and rattan from its growing global network of members and partners; sharing knowledge and communicating lessons learned, providing training and raising awareness of the relevance of bamboo and rattan as plants and commodities; and fostering adaptive research and on-the-ground innovation by promoting pilot case studies and supporting upscaling of best practices among its members.

Since its founding in 1997, the International Network for Bamboo and Rattan has celebrated marked achievements and made a real difference in the lives of millions of people and to the environment around the world. It has provided training to tens of thousands of bamboo practitioners on how to use new technologies and techniques while helping them to enter new markets to improve their livelihood. It has also helped communities in China, Ecuador and Nepal, among others, through the use of resilient bamboo structures in reconstruction efforts after earthquakes and other natural disasters. By taking advantage of the unique functions of bamboo, large areas of degraded land, including over 85,000 ha in north-east India, have

been restored. Demonstration sites promoting upscaling of best practices have continued to stimulate and inform research and further actions. The International Network has also been working with the International Organization for Standardization to standardize bamboo and rattan products and to ensure that they are safe, durable and of high quality. To help more communities to enjoy tangible benefits from bamboo and rattan, the International Network has been encouraging more countries to make bamboo and rattan part of their sustainable development and environmental policies.

The International Network for Bamboo and Rattan stands ready to conduct dialogue, exchanges and cooperation in all forms with other nations and international organizations. Membership is open to all States Members of the United Nations or members of its specialized agencies and regional organizations constituted by sovereign States accepting the mission and purposes of the International Network. To date, Brazil and Timor-Leste have both presented official applications to join the Network and are expected to become full members soon.

Over the years of its development, the International Network for Bamboo and Rattan has attracted worldwide attention. It is currently an observer to the Economic and Social Council, the United Nations Framework Convention on Climate Change, the United Nations Convention to Combat Desertification, the Convention on Biological Diversity, the United Nations Forum on Forests and the United Nations Environment Programme. The Network is also recognized as the International Commodity Body for bamboo and rattan, under the Common Fund for Commodities.

With the concerted efforts of its Member States, the International Network is evolving into a development organization that is committed to coordinating inputs on bamboo and rattan from a growing global network of members and partners to better serve its mission. Permanent observer status in the General Assembly would help it to engage more efficiently on the international stage to facilitate the establishment of international standards and Harmonized System codes for bamboo and rattan products, to encourage more countries to include bamboo and rattan in their socioeconomic and environmental development policies, to help its members to achieve the Sustainable Development Goals and to contribute more to building sustainable solutions to the challenges of future development.

Annex II

Draft resolution

Observer status for the International Network for Bamboo and Rattan in the General Assembly

The General Assembly,

Wishing to promote cooperation between the United Nations and the International Network for Bamboo and Rattan,

1. *Decides* to invite the International Network for Bamboo and Rattan to participate in the sessions and the work of the General Assembly in the capacity of observer;

2. *Requests* the Secretary-General to take the action necessary to implement the present resolution.

Annex III

Agreement on the Establishment of the International Network for Bamboo and Rattan

The High Contracting Parties,

Recognizing that bamboo and rattan constitute the two most important non-timber forest products in Asia and that they have a high potential for development elsewhere, notably in Africa, the Caribbean and Central and South America;

Recognizing further that bamboo and rattan can greatly contribute to the economic and social development of the rural areas of those regions;

Noting with satisfaction the considerable achievements in the areas of bamboo and rattan related research, training and information exchange realized in several countries of Asia by the informal network for bamboo and rattan operating since 1984 under the aegis of the International Development Research Centre of Canada and with the support of the International Fund for Agricultural Development,

Wishing to extend the benefits of these activities to the producing and consuming countries in other parts of the world;

Believing that greater benefits would accrue to all institutions and individuals involved in bamboo and rattan production and development if an international organization were established for the promotion and coordination of bamboo and rattan research and development, training and information exchange;

Believing further that the organization should be in the form of a decentralized network which will link and strengthen existing national research programs,

Have agreed as follows:

ARTICLE 1 - Establishment and Status

1. There is hereby established the International Network for Bamboo and Rattan, hereinafter referred to as "INBAR" or the "Network"; it shall operate as an autonomous, non-profit, international organization.

2. The Network shall enjoy full juridical personality in international law. In the territories of the Parties, INBAR shall enjoy such legal capacities, privileges and immunities as are agreed upon with those Parties.

ARTICLE 2 - Headquarters and Other Offices

1. The Headquarters of INBAR shall be situated in Beijing, the People's Republic of China (hereinafter referred to as the "Host State").

2. In consultation with the government of the Host State, the Network may establish other offices or field stations on its territory.

3. The Network may establish offices in other countries for the purposes of coordinating its activities in a region or for such other purposes as are consistent with this Agreement.

ARTICLE 3 - Mission and Purposes

1. The mission of INBAR is to improve the well-being of producers and users of bamboo and rattan within the context of a sustainable bamboo and rattan resource base by consolidating, coordinating and supporting strategic and adaptive research and development.

2. In pursuit of this mission, the purposes of INBAR shall include:

   a. To identify, coordinate and support bamboo and rattan research consistent with the priorities set by national programs and by other institutions and organizations with which INBAR may collaborate;

   b. To build skills and enhance the capacity of national research and development institutions and out-reach organizations; and

   c. To strengthen national, regional, and international coordination, cooperation and collaboration.

3. In pursuit of its mission and purposes, the Network shall accord special attention to:

   a. Satisfying the livelihood and basic needs of people living in bamboo and rattan producing areas, and in particular those of women and disadvantaged people;

   b. The role of bamboo and rattan in the protection of the environment, and more particularly in alleviating deforestation, soil erosion, and land degradation;

   c. Conserving and expanding the biodiversity of bamboo and rattan resources;

   d. Enhancing and extending the utility, productivity and processing of bamboo and rattan on a sustainable basis; and

   e. Developing and promoting policies and value-added technologies aimed at realizing the full potential of bamboo and rattan as substitutes for timber.

ARTICLE 4 - Activities

The Network shall undertake all such activities as are conducive to the realization of its mission and purposes and, without limiting the generality of the foregoing, it shall:

   a. Identify, undertake, coordinate and support strategic research and development on bamboo and rattan;

   b. Organize international, regional, national and local fora and workshops on bamboo and rattan issues and promote the exchange of all types of information relating to bamboo and rattan;

   c. Facilitate the linking of scientific, technical, management and financial expertise with local partners;

   d. Train manpower and build institutional capacity at regional, national and local levels for bamboo and rattan scientists and development professionals;

   e. Provide expert resources that bridge scientific knowledge with local needs in strategic areas of research, technology transfer, policy formulation and information services; and

   f. Coordinate and lead teams to develop proposals and fund projects.

ARTICLE 5 - Powers

In the pursuit of its mission and objectives, the Network may:

a. Enter into contracts or agreements with governments, public or private international or national organizations and agencies, or individuals;

b. Hire staff and advisers;

c. Acquire and hold real property or any interest therein and alienate the same, in conformity with the laws of the countries in which such property is situated;

d. Acquire personal property, including funds, rights and concessions, by purchase, donation, exchange, bequest, or otherwise, from any government, organization, or person, and hold, administer, own, operate, use or, dispose of, the same;

e. Be a party in judicial, quasi-judicial and administrative proceedings in the country or countries in which it is established or elsewhere; and

f. Engage in such activities as are conducive to the realization of its mission and purposes.

ARTICLE 6 - Membership in INBAR

1. Membership in INBAR shall be open to all States which are members of the United Nations or of its specialized agencies and regional organizations constituted by sovereign States accepting the mission and purposes of INBAR.

2. The original Parties of the Network shall be the Parties which sign the present Agreement during the period open for signature specified in Article 20, paragraph 1.

3. After the expiration of the specified period for signature, other States or regional organizations constituted by sovereign States as defined in paragraph 1 of this Article may apply for membership in INBAR by acceding to the present Agreement in accordance with Article 20, paragraphs 2 and 3.

4. Each Party shall designate a competent authority or agency as its focal point for the Network.

ARTICLE 7 - Organs

The organs of INBAR shall be:

a. The Council;

b. The Board of Trustees (hereinafter referred to as the "Board"); and

c. The Secretariat headed by a Director General.

ARTICLE 8 - The Council

1. The Council shall be responsible for providing guidance to the Board on the Network's general policy orientations and strategic purposes.

2. The Council shall also have, in accordance with the other provisions of this Agreement, the power:

a. To approve the accession of States or organizations wishing to become members of INBAR;

b. To approve the decisions of the Board in respect of the appointment of the Director General and his or her dismissal for cause;

c. To review and approve the annual report including the Network's audited financial statements;

d. To approve the decisions of the Board regarding the Network's by-laws, financial regulations, personnel policies and annual programme of work and budget;

e. To amend this Agreement;

f. To approve any treaty to be entered into by the Network; and

g. To decide to dissolve the Network and take such other steps as are necessary in connection with the dissolution of the Network.

3. The Council shall consist of the representatives of the Parties to INBAR.

4. The Council shall hold its regular meetings once every two years. As its last order of business the Council will hear proposals from amongst Parties for hosting the next Council Session. The Council will select by consensus or two thirds majority voting procedure a Party to host its next Council Session from amongst those proposals and set a date and place for the Session. The selected Party will nominate a Chairperson for the next Session. The Vice-Chairperson for the next Session will be selected by consensus or two thirds majority voting procedure on the basis of the nominations received from the Parties.

5. The Council shall hold its regular meetings at the Network's headquarters or at such other place as it may determine. It may hold additional meetings when it deems such meetings as necessary. Between meetings, the Council may take decisions by mail, electronic mail, facsimile or other means of telecommunications. Expenditures incurred by a representative of a Party in connection with his or her participation in meetings of the Council shall be borne by that Party.

6. Each member of the Council shall have votes according to the approved annual membership contribution payable to the Network. The total number of votes shall be 2000.

7. Every effort shall be expended to reach decisions by way of consensus. In the event that it is not possible to reach a consensus on a particular matter, a decision on it shall be reached by a two thirds majority of total votes, in addition to one third of voting members in each trade group being in favour, except if otherwise provided in this Agreement.

8. The Council shall adopt its own rules of procedure, subject to the other provisions of this Agreement.

9. The Director General shall provide the secretariat and administrative services required for the effective functioning of the Council.

ARTICLE 9 - Composition of the Board

1. The Board shall be made up of not less than eight and not more than sixteen Trustees designated as follows:

a. One Trustee appointed by the Government of the Host State;

b. Not less than six Trustees at large, three of whom shall be from bamboo and rattan producing-countries and three appointed on the basis of their

scientific or administrative expertise (hereinafter referred to as the "Trustees at large"); and

c. The Director General.

2. The Trustees at large shall be appointed for a three-year term that may be renewed once only. With respect to the composition of the initial Board of Trustees, one third of the Trustees at large shall be appointed for a one year term, one third for a two year term, and one third for a three year term. A Trustee who is appointed for an initial term of less than three years may subsequently be appointed for two full three-year terms.

3. The initial Trustees at large shall be appointed by the Government of the Host State, the International Fund for Agricultural Development and the International Development Research Centre (hereinafter referred to as the 'Sponsors'). Subsequently, when the office of a Trustee at large becomes vacant, that office shall be filled by an individual who is invited by the Board to become a Trustee.

4. The members of the Board serve in their personal capacity.

5. The Trustees at large shall be nationals of States that are members of the United Nations or of its specialized agencies.

ARTICLE 10 - Functions and Powers of the Board

1. The role of the Board shall be to ensure that:

a. The Network has objectives, programs and plans that are consistent with its mission and purposes;

b. The Director General is managing the Network in an efficient manner and in accordance with the agreed objectives, programs and budgets as well as with legal and regulatory requirements; and

c. The continued well-being of INBAR is not jeopardized by exposing its financial resources, its staff or its credibility to imprudent risks.

2. Subject to the guidance, powers and functions of the Council as provided for in Article 8, the Board shall have the following duties:

a. To approve, at regular intervals, the Network's multi-year plan or strategy;

b. To approve the Network's programmes, their objectives, priorities and operational plans, and to monitor and review programme implementation and results;

c. To approve annually the programme of work and budget, the annual report and financial statements, and to communicate these to the Council;

d. To adopt the Network's by-laws, its programme, administrative, and personnel policies, and its financial regulations;

e. To cause regular independent evaluation or reviews to be conducted of the Network's programmes, policies, and management practices and to give due consideration to the observations or recommendations emanating therefrom;

f. Subject to Article 12, paragraph 3, to appoint the Director General or, if there is cause, to dismiss him or her, to determine his or her terms and conditions of employment, and to monitor and review his or her performance;

g. Subject to Article 9, paragraph 5, to appoint the Trustees at large;

h. To approve the organizational structure of the Secretariat in light of the Network's programmes;

i. To appoint the officers of the Network;

j. To appoint annually independent external auditors and to approve the annual audit plan;

k. Generally, to ensure the Network's cost-effectiveness, and its financial integrity and accountability;

l. Subject to the authority it may delegate to the Director General, to approve all contracts or agreements to be entered into by the Network;

m. Subject to the authority it may delegate to the Director General, to approve all grants or contributions that are offered to the Network;

n. To oversee borrowing, major expansion, including the acquisition of major equipment and facilities, and the disposal of major assets;

o. To adopt conflict of interest guidelines applicable to the Board and to monitor their implementation; and

p. To perform all other acts that may be considered necessary, suitable and proper for the attainment of the mission and purposes of the Network.

3. The Board may establish such subsidiary committees as it deems necessary for the performance of its functions.

ARTICLE 11 - Procedures of the Board

1. Voting by the Board of Trustees is regulated as follows:

   a. Each member of the Board has one vote, except the Director General who has no vote;

   b. The Chairperson of the Board has a casting vote; and

   c. Every effort shall be expended to reach decisions by way of consensus. In the event that it is not possible to reach a consensus on a particular matter, a decision on it will be reached by a simple majority of voting members, except if another majority is provided for in this Agreement.

2. The Board shall elect one member as Chairperson from among the Trustees, excluding the Director General. The term of the Chairperson shall be three years. The Board may re-elect that member as Chairperson for a second term. The Trustee appointed by the Government of the Host State shall be the Co-Chair of the Board.

3. The Board shall meet at least once annually. Between its meetings, the Board may take decisions by mail, electronic mail, facsimile or other means of telecommunications.

4. The Board shall adopt its own rules of procedure, subject to this Agreement.

5. A majority of Trustees shall constitute a quorum for Board meetings.

ARTICLE 12 - Appointment of the Director General

1. Subject to paragraph 3 of this Article, the appointment of the Director General and, if necessary, his or her dismissal for cause shall be decided by the Board and approved by the Council.

2. The Director General shall be appointed initially for a fixed term not exceeding four years. The appointment may be renewed for a second term.

3. The first Director General shall be appointed for a first term by the Sponsors.

ARTICLE 13 - Functions and Powers of the Director General

1. The Director General is the Chief Executive Officer of the Network and is the head of the Secretariat.

2. The Director General shall be responsible, *inter alia*, for:

   a. Ensuring that the programme of the Network is carried out in conformity with the highest professional standards;

   b. Finding, in collaboration with the Council and Board, sources of revenues for the work of INBAR;

   c. Identifying the organizations with which the Network should collaborate;

   d. Assisting the Council and the Board in carrying out their responsibilities and, in particular, providing them with all relevant information needed by them in this respect, and preparing the documentation for their meetings;

   e. Recruiting, in accordance with the Network's personnel policies, the most competent Secretariat staff members and monitoring their performance; and

   f. Performing such other functions as are delegated to her/him by the Board.

3. The Director General is responsible to the Board, for the operation and management of the Network. In directing the work of the Secretariat, he/she shall ensure that at all times the Network's policies, and the guidelines and instructions laid down by the Board are complied with.

4. The Director General is the legal representative of INBAR. Subject to the authority delegated to him or her by the Board in this respect, the Director General may sign deeds, contracts, agreements, and other legal documents which are necessary to ensure the normal operation of the Network. The Board may stipulate the extent to which this power may be delegated by the Director General. Such delegation shall be evidenced by an instrument in writing, naming the person(s) or position(s) to whom the delegation is made.

ARTICLE 14 - The Secretariat

1. The paramount consideration in the employment of the Secretariat staff and in the determination of the conditions of service shall be the necessity of securing the highest standards of quality, efficiency, competence and integrity.

2. The staff shall be appointed by the Director General in accordance with the personnel policies of the Network.

3. Hiring and employment practices of INBAR shall not discriminate on the basis of gender, race, creed, political beliefs, colour, age, marital status or sexual preference.

4. Salary scales, insurance, pension schemes and any other terms of employment shall be laid down in the personnel policies of the Network.

ARTICLE 15 - Finance

1. The expenses necessary to administer this agreement will be met by annual contributions from Parties, assessed in accordance with the principles in Article 15.1.c

    a. Six months prior to the biennial Council session, the INBAR Secretariat will distribute to Parties its Administrative Budget covering the next two years.

    b. At the bi-annual Council session the Council will formally approve the two-year Administrative Budget.

    c. Annual contribution will be distributed amongst the members to cover the approved Administrative Budget according to the following principles.

        i. Contribution will be calculated with reference to the most recent fee scale used for calculating fees for the UN, and to a mean of the last three year's figures of the total value of bamboo and rattan international trade as entered by each member in the UN-Comtrade database, with 2007 being the earliest possible year to use. Members will be grouped according to their contribution to the UN budget, and on their total value of bamboo and rattan international trade.

        ii. Minimum contribution will be set by the Council which will be used instead of any lower fee calculated. Minimum contribution for least Developed Country members will be set at a lower level than that for other members.

    d. When a State or organization requests to accede to the INBAR Treaty, the Council will, by inter-session communication, decide the initial contribution payable upon joining; the level of contribution payable until the next Council session and the effect of the new Party's contribution upon that of all other Parties for the following financial year. The assessments for the current financial year will not be altered.

    e. Contributions to the Administrative budget for each financial year shall be payable in freely convertible currency and shall become due on the first day of that financial year.

    f. A Party of INBAR which is in arrears in the payment of its financial contributions to the Network shall have no vote in the Council if the amount of its arrears equals or exceeds the amount of the contributions due from it for the preceding two full years. The Council may, nevertheless, permit such a Party to vote if the failure to pay is due to conditions beyond the control of the Party. [Article 19 UN Charter]

Before any sanctions are applied, the INBAR Secretariat must satisfy the Council that it has sent three warning letters on behalf of the Council Chairperson spaced at three month intervals and that at least one of these letters has been acknowledged.

2. The INBAR Parties and other Parties may also provide voluntary financial contributions in support of INBAR. Other financial support for INBAR will be principally derived from voluntary contributions provided by intergovernmental and non-governmental international organizations and public or private institutions as well as by corporations and individuals. In addition, INBAR may generate funds through the carrying out of its activities.

3. The financial operations of INBAR shall be governed by the financial regulations.

4. A full financial audit of the operations of INBAR shall be conducted on an annual basis by an independent international accounting firm appointed by the Board upon recommendation by the Director General. The results of such audits shall be made available by the Director General to the Council and the Board.

ARTICLE 16 - Relationship with Other States and Organizations

In pursuance of its mission and purposes, INBAR may establish partnerships and enter into cooperation agreements with other States and organizations, as well as with corporations, foundations and institutions.

ARTICLE 17 - Settlement of Disputes

Any dispute arising from the interpretation or implementation of this Agreement shall be settled in the spirit of friendly cooperation and through amicable consultations.

ARTICLE 18 - Amendments

1. This Agreement may be amended by the Council, either acting on its own, or on the recommendation of the Board.

2. A recommendation from the Board to the Council proposing an amendment shall require a two thirds majority of all voting Trustees.

ARTICLE 19 - Dissolution

1. INBAR may be dissolved by the Council if it is determined that the mission and purposes of INBAR have been achieved to a satisfactory degree or that INBAR will no longer be able to function effectively. In reaching its decision regarding the dissolution of the Network, the Council shall expend every effort at arriving at a consensus. If it is not possible to reach a consensus, the Council may decide to dissolve the Network through a three quarters majority of all voting Council members.

2. INBAR will automatically be dissolved if, as a result of the withdrawal of members, there are less than four remaining Parties.

3. Upon dissolution, the real property of the Network shall revert to the country in which such property is situated, or shall otherwise be disposed of pursuant to an agreement with the government of that State.

4. Unless other arrangements are determined unanimously by the Parties to this agreement, all moveable property shall be distributed among the Parties in accordance with their financial contribution to the Network.

ARTICLE 20 - Signature and Accession

1. This Agreement shall be open for signature in Beijing on 6 November 1997. It shall remain open for signature for a period of two years from that date.

2. After the expiration of the period specified in paragraph 1, this Agreement shall remain open for accession by any State or organization as stipulated in Article 6.1 of this Agreement, subject to prior approval by a simple majority of the Council.

3. Instruments of accession shall be deposited with the Depository of this Agreement.

4. The Government of the People's Republic of China shall be the Depository of this Agreement.

5. The Depository shall maintain a record of signatures and accessions and communicate it to all Parties to this Agreement. The Depository shall also register this Agreement with the Secretariat of the United Nations in accordance with Article 102 of the Charter of the United Nations.

ARTICLE 21 - Entry into Force

1. This Agreement shall enter into force upon its signature by four Parties. In the event that the internal legislation of a signatory Party requires it to ratify the Agreement, the Agreement, with respect to that Party, shall enter into force on the first day of the month commencing after the date of receipt by the Depository of its instrument of ratification.

2. For each Party depositing an instrument of adhesion or accession, this Agreement shall enter into force on the first day of the month commencing after the date of receipt by the Depository of such instrument.

ARTICLE 22 - Withdrawal

Any Party to this Agreement may withdraw from the Network upon six months written notice to the other Parties through the Depositary. Such withdrawal shall in no way affect contractual or other obligations entered into by the Network prior to notice of the withdrawal being given.

DONE at Beijing, the People's Republic of China, in Chinese, English, French and Spanish, all versions being equally authoritative, on 6 November 1997.

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Request for the inclusion of an item in the provisional agenda of the seventy-second session

Observer status for the ASEAN+3 Macroeconomic Research Office in the General Assembly

Letter dated 7 July 2017 from the representative of China and Singapore to the United Nations addressed to the Secretary-General

Pursuant to rule 13 of the rules of procedure of the General Assembly, we have the honour to request the inclusion of an item entitled "Observer status for the ASEAN+3 Macroeconomic Research Office in the General Assembly" in the provisional agenda of the seventy-second session of the General Assembly.

In accordance with rule 20 of the rules of procedure of the General Assembly, annexed herewith are an explanatory memorandum (annex I), a draft resolution (annex II) and the Agreement Establishing ASEAN+3 Macroeconomic Research Office (annex III).*

We should be grateful if the present letter and its annexes would be circulated as a document of the General Assembly.

(*Signed*) **Liu** Jieyi
Permanent Representative of the
People's Republic of China to the United Nations

(*Signed*) Joseph **Teo**
Chargé d'affaires a.i. of the
Republic of Singapore to the United Nations

* Annex III is being circulated in the language of submission only.

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Annex I

Explanatory memorandum

Historical background

1. The ASEAN+3 Macroeconomic Research Office is an intergovernmental organization that functions as the regional macroeconomic surveillance unit for the members of the Association of Southeast Asian Nations (Brunei, Cambodia, Indonesia, Lao PDR, Malaysia, Myanmar, Philippines, Singapore, Thailand and Vietnam) plus China, Hong Kong, China, Japan and the Republic of Korea (ASEAN+3). The ASEAN+3 Macroeconomic Research Office is headquartered in Singapore.

2. The ASEAN+3 Macroeconomic Research Office was initially established in Singapore in 2011 as a company limited by guarantee. At that time, the members agreed to subsequently constitute the surveillance unit as an international organization with international legal personality to take over the role of the company, so that it could function effectively as an independent surveillance unit in the region.

Instrument establishing the ASEAN+3 Macroeconomic Research Office

3. The Agreement Establishing ASEAN+3 Macroeconomic Research Office was signed by the members of ASEAN+3 in Washington, D.C., on 10 October 2014. The treaty took effect on 9 February 2016, upon its ratification by at least eight signatories.

Purpose and function

4. Pursuant to article 2 of the Agreement, the purpose of the ASEAN+3 Macroeconomic Research Office is to contribute to securing the economic and financial stability of the region by conducting regional economic surveillance and supporting the implementation of the Chiang Mai Initiative Multilateralization, a multilateral liquidity support arrangement under the ASEAN+3 framework to address potential and actual balance-of-payment and short-term liquidity difficulties in the region.

5. To fulfil its purpose, under article 3 of the Agreement, the organization shall have the following functions:

(a) To monitor, assess and report to members on their macroeconomic status and financial soundness;

(b) To identify for members any macroeconomic and financial risks and vulnerabilities in the region and assist them, if requested, in the timely formulation of policy recommendations to mitigate such risks;

(c) To support members in the implementation of the Chiang Mai Initiative Multilateralization;

(d) To conduct such other activities necessary for achieving the purpose of the organization, as may be determined by its Executive Committee.

6. In order to fulfil its purpose and functions, the organization conducts consultations with each member on an annual basis. It independently, and without undue influence of any member, prepares such reports as it deems desirable in carrying out its purpose and functions and communicates its views informally and confidentially to any member on any matters arising under the Agreement that may affect such member. The organization shall publish such reports as it deems

desirable for carrying out its purpose and functions, in accordance with the publication policy set by the Executive Committee (art. 5, paras. (b) to (d)).

7. The ASEAN+3 Macroeconomic Research Office is committed to contributing to the macroeconomic and financial stability of the region by conducting macroeconomic surveillance and supporting the implementation of the Chiang Mai Initiative Multilateralization. The organization sets its vision to be an independent, credible and professional regional organization acting as a trusted policy adviser to members in the ASEAN+3 region. In order to fulfil its mission and vision, the organization focuses on three core functions, namely, conducting macroeconomic surveillance, supporting the implementation of the Initiative and providing technical assistance to members.

8. With respect to its surveillance work, the organization's operational priorities are to further strengthen its country surveillance; to enhance its regional surveillance; to develop a comprehensive surveillance framework and analytical toolkits; and to enhance work on functional and/or sectoral surveillance and on thematic studies and research.

9. In order to support its members in the implementation of the Chiang Mai Initiative Multilateralization, the organization's efforts have centred on providing support to members to ensure that the Initiative is operationally ready, including through the drafting and revision of its operational guidelines, which specify relevant activation procedures, and the conduct of regular test runs under various scenarios. In additional, the organization has supported its members' authorities in laying the groundwork for the ongoing development of arrangements for the Initiative, providing advice and recommendations to members, for their review, on the International Monetary Fund (IMF) delinked portion and drawing up a plan for the periodic review of key terms and conditions of the Initiative.

10. The technical assistance offered by the ASEAN+3 Macroeconomic Research Office is designed with consideration for the development stage, country-specific environment and policy priorities of ASEAN+3 member economies in order to better meet their needs under a technical assistance framework. This work aims to create a platform to strengthen members' macroeconomic surveillance capacities and to facilitate knowledge-sharing among members and other international organizations through its programmes, namely, secondment, consultancy, and research and training.

11. The organization has also strengthened its partnerships with peer international organizations, such as IMF, the Asian Development Bank, the European Stability Mechanism and the Latin American Reserve Fund, as well as academic institutions and private financial institutions, by hosting, co-organizing and attending regional and global events on macroeconomic and financial issues.

Governance bodies

12. The governance structure of the ASEAN+3 Macroeconomic Research Office consists of the Executive Committee, the Advisory Panel, the Director and the staff, whose functions are as follows:

(a) Each member is represented on the Executive Committee, and, for this purpose, two deputies may be appointed, one from the member's Government, with responsibility for finance, and one from its central bank or its equivalent. The exception is Hong Kong, China, for which only one deputy may be appointed. The Executive Committee maintains strategic oversight of the organization and sets its policy directions;

(b) The Advisory Panel consists of not more than six members who are distinguished and respected economists and who are appointed by the Executive Committee. The Advisory Panel is independent from the Director and staff of the organization, and its members are accountable to the Executive Committee. The Advisory Panel is tasked with providing timely strategic, technical and professional input to the organization's macroeconomic assessments and recommendations to the Director;

(c) The Director is appointed by the Executive Committee and holds office on the terms determined by the Executive Committee. The Director represents the organization and conducts its current business, including the appointment of staff.

Observer status in the United Nations General Assembly

13. The ASEAN+3 Macroeconomic Research Office is an intergovernmental organization whose activities cover matters of interest to the General Assembly. Its purpose, to contribute to securing the economic and financial stability of the ASEAN+3 region and to supporting the implementation of the Chiang Mai Initiative Multilateralization, is consonant with the purposes and principles of the United Nations in promoting international cooperation in solving international economic problems.

14. In the Addis Ababa Action Agenda of the Third International Conference on Financing for Development, United Nations Member States recognized that a stable global macroeconomic environment would facilitate the implementation of policies that contribute to sustainable development. Member States also called for strengthened cooperation between IMF and regional financial arrangements, while safeguarding the independence of the respective institutions.

15. Granting the ASEAN+3 Macroeconomic Research Office observer status in the General Assembly would help to establish a firm basis for regular and well-organized cooperation between the organization and the United Nations in the implementation of policies that would contribute to a stable global macroeconomic environment. It would also broaden and deepen the organization's interactions with other countries and with regional and international organizations.

16. Given the interconnectedness of the global economy with regional economies, increased exchanges with the General Assembly would enhance the organization's capacity to carry out its functions, primarily macroeconomic surveillance and the timely formulation of policy recommendations in order to mitigate identified risks in the region.

17. Granting the ASEAN+3 Macroeconomic Research Office observer status in the General Assembly would be mutually beneficial, as it would enable the organization, given its expertise in the ASEAN+3 region, to provide input for discussions on the importance of macroeconomic surveillance, financial issues and the role of regional financial arrangements in the global financial safety nets.

18. In view of the above, the ASEAN+3 Macroeconomic Research Office meets the criteria set out in General Assembly decision 49/426 of 9 December 1994 regarding the granting of observer status, as it is an intergovernmental organization whose activities cover matters of interest to the Assembly.

Annex II

Draft resolution

Observer status for the ASEAN+3 Macroeconomic Research Office in the General Assembly

The General Assembly,

Wishing to promote cooperation between the United Nations and the ASEAN+3 Macroeconomic Research Office,

1. *Decides* to invite the ASEAN+3 Macroeconomic Research Office to participate in the sessions and the work of the General Assembly in the capacity of observer;

2. *Requests* the Secretary-General to take the action necessary to implement the present resolution.

Annex III

Agreement Establishing ASEAN+3 Macroeconomic Research Office

THE CONTRACTING PARTIES,

Recalling the Chiang Mai Initiative Multilateralisation (hereinafter referred to as "CMIM") to establish a multilateral liquidity support arrangement under the ASEAN+3 framework to address balance-of-payments and short-term liquidity difficulties in the region;

Whereas the parties to the CMIM agreed under the CMIM to establish a surveillance unit;

Recognising that ASEAN+3 Macroeconomic Research Office Limited (hereinafter referred to as "AMRO Ltd") was established in 2011 on the initiative of the ASEAN+3 Finance Ministers' Meeting;

Desiring to constitute AMRO as an international organisation with full legal personality to take over the role of AMRO Ltd so that it can function effectively as an independent surveillance unit in the region; and

Convinced that the establishment of AMRO will serve as an important step forward to promote regional financial cooperation through a permanent institution which will underpin regional financial stability together with a strengthened CMIM;

HAVE AGREED AS FOLLOWS:

CHAPTER 1
ESTABLISHMENT, PURPOSE AND FUNCTIONS

Article 1
Establishment and Members

(1) By this Agreement, the Contracting Parties establish ASEAN+3 Macroeconomic Research Office (hereinafter referred to as "AMRO") as an international organisation which shall have full legal personality and the legal capacity for carrying out its purpose and functions.

(2) The Contracting Parties that have ratified, accepted or approved this Agreement shall be members of AMRO in accordance with Articles 25 and 26.

Article 2
Purpose

The purpose of AMRO is to contribute to securing the economic and financial stability of the region through conducting regional economic surveillance and supporting the implementation of the regional financial arrangement. The term "regional financial arrangement" means the multilateral liquidity support arrangement under the ASEAN +3 framework to address potential and actual balance-of-payments and short-term liquidity difficulties in the region.

Article 3
Functions

To fulfil its purpose, AMRO shall have the following functions:

(a) to monitor, assess and report to members on their macroeconomic status and financial soundness;

(b) to identify for members macroeconomic and financial risks and vulnerabilities in the region and assist them, if requested, in the timely formulation of policy recommendations to mitigate such risks;

(c) to support members in the implementation of the regional financial arrangement; and

(d) to conduct such other activities necessary for achieving the purpose of AMRO as may be determined by the Executive Committee.

CHAPTER 2
OPERATIONS

Article 4
Cooperation of Members

(1) Each member shall provide AMRO with relevant information and assistance as may reasonably be required for its surveillance and other activities provided for under Article 3 to the extent permissible under its applicable laws and regulations. Members shall be under no obligation to provide information in such detail that the affairs of individuals or corporations are disclosed.

(2) Each member shall cooperate with AMRO in good faith in AMRO's surveillance and other activities provided for under Article 3.

Article 5
Operations

In order to fulfil its purpose and functions under Article 2 and Article 3:

(a) AMRO shall use the information provided by members under Article 4 appropriately;

(b) AMRO may conduct consultations with each member on an annual basis ("Annual Consultation Visits") on such issues as may be relevant to the purpose and functions of AMRO under this Agreement;

(c) AMRO, independently and without undue influence of any member, shall prepare such reports as it deems desirable in carrying out its purpose and functions, and communicate its views informally and confidentially to any member on any matters arising under this Agreement that may affect such member;

(d) AMRO shall publish such reports as it deems desirable for carrying out its purpose and functions in accordance with subparagraph (2) (f) of Article 8; and

(e) AMRO may cooperate with members, international organisations or institutions in related fields within the terms of this Agreement, and enter into agreements with them. No member shall be liable, by reason of its status or participation in AMRO, for acts, omissions or obligations of AMRO arising out of such agreements.

CHAPTER 3
GOVERNANCE

Article 6
Structure

AMRO shall have an Executive Committee, an Advisory Panel, a Director and staff.

Article 7
Executive Committee: Composition

(1) Each member shall be represented on the Executive Committee and for this purpose may appoint up to two Deputies: one finance deputy from its government with responsibility for finance and one central bank deputy from its central bank or its equivalent. Any such appointment may be revoked at any time by the member that made the appointment.

(2) Each Deputy shall appoint an alternate who shall have full power to act on his or her behalf when the former is not present.

(3) Notwithstanding paragraphs (1) and (2) above, Hong Kong Special Administrative Region of the People's Republic of China (hereinafter referred to as "Hong Kong, China") may appoint one Deputy only.

Article 8
Executive Committee: Powers and Procedures

(1) All powers of AMRO under this Agreement that are not otherwise conferred on the Advisory Panel or the Director shall be vested in the Executive Committee.

(2) The Executive Committee shall maintain strategic oversight of and set policy directions for AMRO and, in particular:

(a) review the reports prepared under Article 3 and Article 5 and such other reports and assessments as may be prepared by the Director, including any input provided by the Advisory Panel;

(b) review and approve its annual reports which set out the performance of the functions and duties of AMRO containing an audited statement of AMRO's financial accounts and staffing levels;

(c) review and approve the staffing levels, annual budget, and work programme of AMRO;

(d) oversee the appointment process for, appoint, suspend or terminate the employment of the Director in accordance with Article 11 where necessary, and review the performance of the Director;

(e) appoint the Advisory Panel members, and suspend or terminate any such appointments; and

(f) set the publication policy of AMRO.

(3) The Executive Committee may promulgate such rules, regulations, policies and procedures as may be necessary or appropriate to conduct the business of AMRO.

(4) The Executive Committee may establish such committees as are necessary and appropriate to facilitate the general operations of AMRO.

(5) The Executive Committee shall meet at such frequency and at such place as it may determine and shall be jointly chaired by a Deputy from each of the coordinating countries, which consist of two members, one from among the ASEAN Member States and the other from among the People's Republic of China, Japan and the Republic of Korea.

Article 9
Voting

(1) A quorum for any meeting of the Executive Committee shall be a majority of the Deputies who, in aggregate, exercise not less than two-thirds of the total voting power as set out in the Schedule to this Agreement.

(2) The decisions of the Executive Committee shall be taken by consensus. If consensus cannot be reached, such decisions of the Executive Committee shall be effective if approved by no less than two-thirds of the total voting power as set out in the Schedule to this Agreement.

(3) When two Deputies represent one member, they shall cast their votes as a unit. For the avoidance of doubt, the votes of the People's Republic of China and Hong Kong, China shall be cast separately.

Article 10
Advisory Panel

(1) The Advisory Panel shall provide timely strategic, technical and professional input to AMRO's macroeconomic assessments and recommendations to the Director.

(2) The Advisory Panel shall be independent from the Director and the staff of AMRO, and shall be accountable to the Executive Committee.

(3) The Advisory Panel shall consist of not more than six members who are distinguished and respected economists under such terms and conditions as the Executive Committee may determine. The Advisory Panel members shall be appointed by the Executive Committee.

Article 11
Director and Staff

(1) The Executive Committee shall appoint a Director. The Director shall hold office on such terms as determined by the Executive Committee.

(2) The appointment of the Director shall be guided by the principles of meritocracy, transparency and openness.

(3) The Director shall, unless directed otherwise by the Executive Committee, participate in the meetings of the Executive Committee.

(4) The Director shall:

(a) provide the Executive Committee with periodic assessments of macroeconomic and financial conditions and policies in the region;

(b) be accountable to the Executive Committee and subject to its general control;

(c) be chief of the staff of AMRO and, unless the Executive Committee decides otherwise, be responsible for the organisation, appointment and dismissal of staff and overall performance of AMRO;

(d) represent AMRO and conduct the current business of AMRO;

(e) submit to the Executive Committee an annual report; and

(f) submit to the Executive Committee a plan of the staffing levels, annual budget, and annual work programme of AMRO for review and approval.

(5) The Director and the staff shall, in the discharge of their functions, owe their duty entirely to AMRO and to no other authority. Members shall respect the international character of this duty and shall refrain from all attempts to influence any of the staff in the discharge of these functions.

(6) In appointing the staff, the Director shall, subject to the paramount importance of securing the highest standards of efficiency and of technical competence, pay due regard to the importance of recruiting staff on as wide a regional geographical basis as possible.

Article 12
Confidentiality

Deputies and their alternates, members of the Advisory Panel, the Director and staff, experts performing missions for AMRO and any other persons who work or have worked for or in connection with AMRO shall not disclose information that they receive while discharging or purporting to discharge their duties unless approved by the Executive Committee. Their obligation to maintain the confidentiality of such information shall continue after their duties to AMRO have ceased. Throughout this Agreement, the term "experts performing missions for AMRO" refers to professionals carrying out AMRO's purpose and functions under contract with AMRO.

Article 13
Budget and Finance

(1) AMRO shall be provided with the necessary financial resources to perform its functions effectively.

(2) AMRO shall establish financial rules and procedures in accordance with international standards. AMRO shall observe sound and prudent financial management policies and practices and budgetary discipline consistent with international best practices.

(3) Office-related expenses shall, on a reasonable basis, be borne by the Republic of Singapore as host country, and shall be remitted in a timely manner.

(4) All remaining expenses (including, but not limited to, human resources-related expenses) shall be borne by members in accordance with their contribution in the proportions set out in the Schedule to this Agreement. The members shall remit their contribution in a timely manner upon approval of their respective annual budgetary appropriations.

(5) AMRO may not borrow funds unless otherwise approved by the Executive Committee.

Article 14
Communication

(1) Each member may designate up to two appropriate official entities with which AMRO may communicate in connection with any matter arising under this Agreement. AMRO shall address all such communications to such designated official entities.

(2) Whenever the approval of any member is required under this Agreement before any act may be done by AMRO, approval shall be deemed to have been given unless the member presents a written objection within such reasonable period as the Executive Committee may determine when it notifies the member of the proposed act.

(3) The official language of AMRO shall be English.

Article 15
Location

The Headquarters of AMRO shall be located in the Republic of Singapore.

CHAPTER 4
STATUS, PRIVILEGES AND IMMUNITIES

Article 16
Purposes of Status, Privileges and Immunities

The legal status, privileges, immunities, and exemptions set out in this Agreement shall be accorded to AMRO in the territory of each member to enable AMRO to effectively exercise its purpose and functions.

Article 17
Legal Status of AMRO

AMRO shall have full legal personality and, in particular, full legal capacity to:

(a) enter into contracts;

(b) acquire and dispose of immovable and movable property; and

(c) institute legal proceedings.

Article 18
Privileges and Immunities of AMRO

(1) AMRO shall enjoy immunity from every form of legal process except to the extent that it expressly waives its immunity for the purpose of any proceedings or under the terms of any contract.

(2) The property and assets of AMRO shall, wherever located and by whomsoever held, be immune from search, requisition, confiscation, expropriation or any other form of seizure, taking or foreclosure by executive or legislative action.

(3) The archives of AMRO, and all documents belonging to it, or held by it, shall be inviolable.

(4) To the extent necessary to carry out its functions, all property and assets of AMRO shall be free from restrictions, regulations, controls and moratoria of any nature.

(5) Official communications of AMRO shall be accorded by each member treatment not less favourable than that it accords to the official communications of any other member.

(6) No censorship shall be applied to the official correspondence and other official communications of AMRO. Nothing in this Article shall be construed to preclude the adoption of appropriate security precautions to be determined by agreement between a member and AMRO.

(7) AMRO, its assets, property, income, and its operations and transactions shall be exempt from all taxation and from all customs duties. AMRO shall also be exempt from any obligation for the payment, withholding or collection of any tax or duty. Notwithstanding this, it is understood, however, that AMRO shall not claim exemption from taxes which are, in fact, no more than charges for public utility services.

Article 19
Privileges and Immunities of AMRO Personnel

Deputies and their alternates, members of the Advisory Panel, the Director and staff of AMRO, and experts performing missions for AMRO (hereinafter referred to as "AMRO Personnel"):

(a) shall be immune from legal process with respect to words spoken and written and acts performed by them in their official capacity and shall enjoy inviolability in respect of their official papers and documents except when AMRO waives this immunity;

(b) where they are not local citizens or nationals, shall be granted the same immunities from immigration restrictions, alien registration requirements and national service obligations and the same facilities as regards exchange restrictions as are accorded by each member to the representatives and staff of comparable rank of any other member;

(c) shall be granted the same treatment in respect of travelling facilities as is accorded by each member to the representatives and staff of comparable rank of any other member; and

(d) where they are not local citizens or nationals, shall be exempt from taxation on the salaries and emoluments paid to them by AMRO.

Article 20
Implementation

(1) Each member shall take the action necessary to give effect in its own territory to the legal status, privileges, immunities, exemptions and facilities of AMRO and AMRO Personnel set out in Articles 17, 18 and 19 and shall inform AMRO of the action that it has taken on the matter.

(2) Notwithstanding the other provisions of this Agreement, in the territories where AMRO is not located, the legal status, privileges, immunities, exemptions and facilities set out in this Agreement may be accorded to AMRO and AMRO Personnel to the extent permitted by the laws and regulations of the respective members. Nevertheless, privileges, immunities, exemptions and facilities referred to in Articles 18 and 19 for AMRO's fundamental necessities as determined by the Executive Committee shall be respected by such members.

(3) The provisions of this Agreement shall in no way limit or prejudice the privileges and immunities which may hereafter be accorded by any member to AMRO and AMRO Personnel by reason of the location of AMRO in the territory of that member. This Agreement shall not be deemed to prevent the conclusion between any member hereto and AMRO of supplemental agreements adjusting the provisions of this Agreement or extending or curtailing the privileges and immunities hereby granted.

Article 21
Waiver of Immunity

(1) Privileges and immunities are granted to AMRO Personnel in the interest of AMRO only and not for the personal benefit of the individuals themselves.

(2) The Executive Committee may waive to such extent and upon such conditions as it determines any of the immunities conferred under this Chapter in respect of Deputies and their alternates, members of the Advisory Panel, and the Director.

(3) The Director may waive any such immunity in respect of any staff of and experts performing missions for AMRO other than himself or herself.

(4) AMRO shall cooperate at all times with the appropriate authorities of members to facilitate the proper administration of justice, secure the observance of police regulations, respect and comply with local laws and prevent the occurrence of any abuse in connection with the privileges and immunities provided under this Agreement.

CHAPTER 5
FINAL PROVISIONS

Article 22
Amendments

(1) Any member may at any time propose to the Executive Committee amendments to this Agreement.

(2) The Executive Committee may adopt any proposed amendment of this Agreement only where consensus can be reached amongst the Deputies. For the avoidance of doubt, paragraph (2) of Article 9 relating to voting by the Executive Committee shall not apply to this Article.

(3) Amendments to this Agreement shall enter into force on the ninetieth (90^{th}) day after the date on which they have been ratified, accepted or approved by all members. The instruments of such ratification, acceptance or approval shall be dealt with in accordance with the procedure provided for in Article 25.

Article 23
Interpretation and Dispute Settlement

(1) Members shall endeavour to settle disputes concerning the interpretation or application of this Agreement within six (6) months from the occurrence of such disputes through negotiation.

(2) Any dispute that cannot be settled under paragraph (1) above shall be submitted to the Executive Committee, whose decision shall be final.

(3) If a dispute should arise between AMRO and a government which has ceased to be a member, or between AMRO and any member after terminating the operations of AMRO, such dispute shall be submitted to arbitration by a tribunal of three arbitrators, one appointed by AMRO, another by former member or the government concerned, and the third, unless the parties concerned otherwise agree, by the President of the International Court of Justice or such other authority as may have been prescribed by regulations adopted by the Executive Committee. A majority vote of the arbitrators shall be sufficient to reach a decision which shall be final and binding upon the parties. The third arbitrator shall be empowered to settle all questions of procedure in any case where the parties are in disagreement with respect thereto.

Article 24
Signature and Deposit

(1) The original of this Agreement in a single copy in the English language shall be signed by the Contracting Parties (hereinafter referred to as the "Signatories"), who shall then deposit the signed Agreement with the Secretary-General of the Association of Southeast Asian Nations (hereinafter referred to as the "Depositary").

(2) The Depositary shall communicate certified copies of the signed Agreement to all the Signatories.

Article 25
Ratification, Acceptance or Approval

(1) This Agreement shall be subject to ratification, acceptance or approval by the Signatories. Instruments of ratification, acceptance or approval shall be deposited with the Depository, who shall notify the other Signatories of each deposit and the date thereof.

(2) A Signatory whose instrument of ratification, acceptance or approval is deposited before the date on which this Agreement enters into force, shall become a member on the date of the Agreement's entry into force. Any other Signatory, which complies with paragraph (1) above, shall become a member of AMRO upon the date of deposit of its instrument of ratification, acceptance or approval with the Depositary, which shall notify the other members thereof.

Article 26
Entry into Force

This Agreement shall enter into force on the sixtieth (60^{th}) day following the deposit of instruments of ratification, acceptance or approval by the People's Republic of China, Japan, the Republic of Korea, and at least five (5) ASEAN Member States including the Republic of Singapore.

Article 27
Membership and Withdrawal

(1) Membership of AMRO shall be open to governments whose relevant authorities are parties to the regional financial arrangement on the condition that they accept the obligations contained in this Agreement and are able and willing to carry out these obligations.

(2) Following the approval by the Executive Committee, an applicant shall become a member upon deposit of an instrument of accession with the Depositary, who shall notify the other members thereof.

(3) Any member whose relevant authorities cease to be parties to the regional financial arrangement may withdraw from AMRO at any time by delivering a notice in writing to Headquarters of AMRO. A withdrawing member shall remain liable for all direct and contingent obligations to AMRO to which it was subject at the date of cessation of membership.

(4) Withdrawal by a member shall become effective, and its membership shall cease, on the date specified in its notice but in no event earlier than six (6) months after the date that notice has been received by Headquarters of AMRO.

Article 28
Transitional Arrangement

The Executive Committee shall have oversight over the transitional arrangement between AMRO Ltd and AMRO.

IN WITNESS WHEREOF, the undersigned, being duly authorised thereto by their respective governments, have signed this Agreement.

Done in Washington, District of Columbia, United States of America on the tenth day of October in the year two thousand and fourteen in a single original in the English language which shall be deposited with the Secretary-General of the Association of Southeast Asian Nations in accordance with Article 24.

(*Signed*) **For the Government of Brunei Darussalam**

(*Signed*) **For the Government of the Kingdom of Cambodia**

(*Signed*) **For the Government of the Republic of Indonesia**

(*Signed*) **For the Government of the Lao People's Democratic Republic**

(*Signed*) **For the Government of Malaysia**

(*Signed*) **For the Government of the Republic of the Union of Myanmar**

(*Signed*) **For the Government of the Republic of the Philippines**

(*Signed*) **For the Government of the Republic of Singapore**

(*Signed*) **For the Government of the Kingdom of Thailand**

(*Signed*) **For the Government of the Socialist Republic of Viet Nam**

(*Signed*) **For the Government of the People's Republic of China**

(*Signed*) **For the Government of Japan**

(*Signed*) **For the Government of the Republic of Korea**

(*Signed*) **For the Government of Hong Kong, China**

Schedule
Contributions and Voting-Power Distribution

		Financial contribution		Basic votes	Votes based on contribution	Total voting power	
		(%)		(no. of vote)	(no. of vote)	(no. of vote)	(%)
China	China (excl. HK)	32.0	28.50	3.20	68.40	71.60	25.43
	Hong Kong, China		3.50	0.00	8.40	8.40	2.98
Japan			32.00	3.20	76.80	80.00	28.41
Korea			16.00	3.20	38.40	41.60	14.77
Plus 3			**80.00**	**9.60**	**192.00**	**201.60**	**71.59**
Indonesia			3.793	3.20	9.104	12.304	4.369
Thailand			3.793	3.20	9.104	12.304	4.369
Malaysia			3.793	3.20	9.104	12.304	4.369
Singapore			3.793	3.20	9.104	12.304	4.369
Philippines			3.793	3.20	9.104	12.304	4.369
Vietnam			0.833	3.20	2.00	5.20	1.847
Cambodia			0.100	3.20	0.24	3.44	1.222
Myanmar			0.050	3.20	0.12	3.32	1.179
Brunei			0.025	3.20	0.06	3.26	1.158
Lao PDR			0.025	3.20	0.06	3.26	1.158
ASEAN			**20.00**	**32.00**	**48.000**	**80.00**	**28.41**
Total			**100.00**	**41.60**	**240.00**	**281.60**	**100.00**

United Nations A/72/143

General Assembly

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Seventy-second session

Request for the inclusion of an item in the provisional agenda of the seventy-second session

Financing of the United Nations Mission for Justice Support in Haiti

Note by the Secretary-General

1. The Secretary-General has the honour to request, pursuant to rules 13 (f) and (g) of the rules of procedure of the General Assembly, the inclusion in the provisional agenda of the seventy-second session of the General Assembly of an item entitled "Financing of the United Nations Mission for Justice Support in Haiti".

2. Owing to the nature of the item, the Secretary-General requests that it be allocated to the Fifth Committee.

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Please recycle